

# AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF DISTRIBUTED GENERATION

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Interconnection Provider"), \_\_\_\_\_ and ("Interconnection Customer"), \_\_\_\_\_ a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Agreement -- This Agreement is applicable to conditions under which the Interconnection Provider and the Interconnection Customer agree that the Small Resource may be interconnected to the Electric System, as described in Exhibit A.

2. Establishment of Point(s) of Interconnection -- Interconnection Provider and Interconnection Customer agree to interconnect their Small Resource at the location(s) specified in this Agreement, in accordance with Ill. Adm. Code Part XXX relating to Interconnection of Distributed Generation or any successor rule addressing distributed generation and as described in the attached Exhibit A(the "Point(s) of Interconnection").

3. Responsibilities of Interconnection Provider and Interconnection Customer -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the Small Resource which it now or hereafter may own unless otherwise specified on Exhibit A. Interconnection Customer shall conduct operations of its Small Resource in compliance with all aspects of the applicable rules, codes, and laws, and Interconnection Provider shall conduct operations on its Electric System in compliance with all aspects of the Rules, or as further described and mutually agreed to in the applicable Small Resource Schedule. Maintenance of the Small Resource or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their respective facilities or systems to be constructed in accordance with specifications equal to or greater than those provided by the National Electrical Safety Code, approved by the American National Standards Institute, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its respective facilities so as to reasonably minimize the likelihood of a disturbance, originating in the Electric System, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Interconnection Provider will notify Interconnection Customer if there is evidence that the Small Resource operation causes disruption or deterioration of service to other customers served from the same grid or if the Small Resource operation causes damage to Interconnection Provider's system.

Interconnection Customer will notify Interconnection Provider of any emergency or hazardous condition or occurrence with the Interconnection Customer's Unit(s) that could affect safe operation of the system.

## 4. Limitation of Liability and Indemnification

a. Notwithstanding any other provision in this Agreement, with respect to Interconnection Provider's provision of electric service to Interconnection Customer, Interconnection Provider's liability to Interconnection Customer shall be limited as set forth in the Interconnection Provider's approved tariffs and terms and conditions for electric service, which is incorporated herein by reference.

b. Neither Interconnection Provider nor Interconnection Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by

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governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.

c. Notwithstanding Paragraph 4.b of this Agreement, Interconnection Provider shall assume all liability for and shall indemnify Interconnection Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Interconnection Provider's negligence in connection with the design, construction, or operation of its facilities as described on Exhibit A; provided, however, that Interconnection Provider shall have no obligation to indemnify Interconnection Customer for claims brought by claimants who cannot recover directly from Interconnection Provider. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Interconnection Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Interconnection Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Interconnection Provider be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Interconnection Provider does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Customer or for the Interconnection Customer's costs and expenses of prosecuting or defending an action or claim against the Interconnection Provider. This paragraph does not create a liability on the part of the Interconnection Provider to the Interconnection Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

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d. Notwithstanding Paragraph 4.b of this Agreement, Interconnection Customer shall assume all liability for and shall indemnify Interconnection Provider for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Interconnection Customer's negligence in connection with the design, construction or operation of its facilities as described on Exhibit A; provided, however, that Interconnection Customer shall have no obligation to indemnify Interconnection Provider for claims brought by claimants who cannot recover directly from Interconnection Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Interconnection Provider's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Interconnection Provider; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Interconnection Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Interconnection Customer does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Provider or for the Interconnection Provider's costs and expenses of prosecuting or defending an action or claim against the Interconnection Customer. This paragraph does not create a liability on the part of the Interconnection Customer to the Interconnection Provider or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

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e. Interconnection Provider and Interconnection Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the Point of Common Coupling. The Interconnection Provider does not assume any duty of inspecting the Interconnection Customer's lines, wires, switches, or other equipment and will not be responsible therefor. Interconnection Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Common Coupling.

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f. For the mutual protection of the Interconnection Customer and the Interconnection Provider, only with the Interconnection Provider's prior authorization are the connections between the Interconnection Provider's service wires and the Interconnection Customer's service entrance conductors to be energized.

g. The Interconnection Customer affirms that the Small Resource will be operated in accordance with the provisions under III. Adm. Code Part XXX.155 – Technical Requirements for Parallel Operation.

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5. Right of Access, Equipment Installation, Removal & Inspection– Upon reasonable notice, the Interconnection Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Resource first produces energy to inspect the interconnection, and observe the Small

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Resource's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit. Following the initial inspection process described above, Interconnection Customer shall grant Interconnection Provider access to Interconnection Customer's premises, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or as necessary for Interconnection Provider to meet its legal obligation to provide service to its customers.

6. Disconnection of Unit - Interconnection Customer retains the option to Disconnect from Interconnection Provider's utility system. Interconnection Customer will notify the Interconnection Provider of its intent to Disconnect by giving the Interconnection Provider at least thirty days' prior written notice. Such Disconnection shall not be a termination of the agreement. Any reconnection of the Small Resource shall require a 30 day prior notification to the Interconnection Provider and the Interconnection Provider's authorization prior to energization of the Point of Common Coupling.

Interconnection Customer shall Disconnect the Small Resource from the Interconnection Provider's Electric System upon the effective date of any termination of this Agreement.

Subject to Illinois Commerce Commission Rule, for routine maintenance and repairs on Interconnection Provider's Electric System, Interconnection Provider shall provide Interconnection Customer notice of service interruption.

Interconnection Provider shall have the right to suspend service in cases where continuance of service to Interconnection Customer will endanger persons or property. During the forced outage of the Interconnection Provider's Electric System serving customer, Interconnection Provider shall have the right to suspend service to effect immediate repairs on Interconnection Provider's Electric System, but the Interconnection Provider shall use its best efforts to provide the Interconnection Customer with reasonable prior notice.

7. Effective Term and Termination Rights-- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Interconnection Customer may terminate this Agreement at any time, by giving the Interconnection Provider sixty days' prior written notice; (b) Interconnection Provider may terminate upon failure by the Interconnection Customer to generate energy from the Small Resource in parallel with the Interconnection Provider's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Interconnection Provider may terminate by giving Interconnection Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.

8. Governing Law and Regulatory Authority -- This Agreement was executed in the State of Illinois and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

9. Amendment --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.

10. Entirety of Agreement and Prior Agreements Superseded -- This Agreement, including all attached Exhibits and Small Resource Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Common Coupling expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the

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Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

11. Notices -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Interconnection Provider:

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(b) If to Interconnection Customer:

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The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. Invoicing and Payment -- Invoicing and payment terms for services associated with this agreement shall be consistent with Ill. Adm. Code Part XXX.

13. No Third-Party Beneficiaries -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

14. No Waiver -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

15. Headings -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

16. Multiple Counterparts -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[COMPANY NAME]      [CUSTOMER NAME]

BY:                      BY:

TITLE:                      TITLE:

DATE:                      DATE:

EXHIBIT A

LIST OF FACILITY SCHEDULES AND POINTS OF INTERCONNECTION

Small Resource Schedule No.      Name of Point of Interconnection

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[Insert Small Resource Schedule number and name for each Point of Interconnection]

FACILITY SCHEDULE NO.

[The following information is to be specified for each Point of Interconnection, if applicable.]

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2. Small Resource location: \_\_\_\_\_

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3. Delivery voltage: \_\_\_\_\_

4. Metering (voltage, location, losses, adjustment due to metering location, and other): \_\_\_\_\_

5. Normal Operation of Interconnection: \_\_\_\_\_

6. One line diagram attached (check one):      Yes /      No

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7. Facilities to be furnished by Interconnection Provider: \_\_\_\_\_

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8. Facilities to be furnished by Interconnection Customer: \_\_\_\_\_

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9. Cost Responsibility: \_\_\_\_\_

10. Control area interchange point (check one):      Yes /      No

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11. Supplemental terms and conditions attached (check one):      Yes /      No

[COMPANY NAME]

[CUSTOMER NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition,

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